

1 Diana Tabacopoulos (SBN 128238)
2 *dtabacopoulos@seyfarth.com*
3 David D. Jacobson (SBN 143369)
4 *djacobson@seyfarth.com*
SEYFARTH SHAW LLP
5 2029 Century Park East, Suite 3300
Los Angeles, CA 90067-3063
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

6 Attorneys for Defendant
WALGREEN CO.

7 George R. Kingsley (SBN 38022)
8 *gkingsley@kingsleykingsley.com*
Eric B. Kingsley (SBN 185123)
9 *eric@kingsleykingsley.com*
Kevin M. Zietz (SBN 186244)
10 *kzietz@kingsleykingsley.com*
KINGSLEY & KINGSLEY
11 16133 Ventura Blvd., Suite 1200
Encino, CA 91436
12 Telephone: (818) 990-8300
Facsimile: (818) 990-2903

13 David K. Cohn (SBN 68768)
14 *dcohn@chainyoungertoohnstiles.com*
CHAIN YOUNGER COHN STILES
15 1430 Truxton Avenue
Bakersfield, CA 93303
16 Telephone: (661) 323-4000
Facsimile: (661) 324-1352

17 Attorneys for Plaintiff
18 BRITTANY R. LEONARDI

19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA
21 WESTERN DIVISION

22 BRITTANY R. LEONARDI, on behalf
of herself and others similarly situated,

23 Plaintiffs,

24 v.

25 WALGREEN CO.; and DOES 1 to 50,
26 Inclusive,

27 Defendants.

NOTE CHANGES MADE BY THE COURT

All future discovery filings shall
include the following language
on the cover page:
" [Referred to Magistrate Judge
Suzanne H. Segal]"

Case No. CV08-05204 CAS (SSx)

[HONORABLE CHRISTINA A. SNYDER
COURTROOM 5]

**STIPULATION AND
[PROPOSED] PROTECTIVE
ORDER REGARDING
PRODUCTION OF
CONFIDENTIAL
INFORMATION**

1 WHEREAS, Plaintiff Brittany Leonardi ("Plaintiff") seeks or will seek
2 access to confidential information and documents from Defendant Walgreen Co.
3 ("Walgreens") relating to sensitive and private information concerning Walgreens'
4 employees, and other confidential documents or information related to Walgreens'
5 internal policies and procedures;

6 WHEREAS, the parties acknowledge that this Stipulated Protective Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords extends only to the limited information or items that
9 are entitled under applicable legal principles to treatment as confidential. The
10 parties further acknowledge, as set forth below, that this Stipulated Protective
11 Order creates no entitlement to file confidential information under seal; Central
12 District Local Rule 79-5 sets forth the procedures that must be followed and
13 reflects the standards that will be applied if a party seeks permission from the court
14 to file material under seal.

15 WHEREFORE, in light of the substantial volume of materials and
16 information at issue and that many of these materials and information are of the
17 type deserving of protection, and to eliminate the need for repeated requests that
18 the Court become directly involved in the discovery process, Plaintiff and
19 Walgreens, by and through their respective counsel, and pursuant to Rule 26 of the
20 Federal Rules of Civil Procedure, HEREBY STIPULATE, AGREE, AND
21 JOINTLY REQUEST, that a protective order be entered according to the following
22 terms and provisions:

23 1. The parties acknowledge that discovery in this lawsuit may require the
24 disclosure of documents and other materials that are trade secret, commercially
25 sensitive, proprietary and/or otherwise confidential in nature.

26 2. The parties hereby agree that any party or non-party subject to
27 discovery in this action may designate documents; deposition testimony,
28 transcripts, and exhibits; responses to interrogatories; responses to requests for

1 admission; and other written, recorded, or graphic information and materials
2 produced by a party or non-party in the course of this action as "Confidential"
3 (hereafter referred to as "Confidential Information"). "Confidential Information"
4 is information that has not been made public and that refers to, describes, or
5 consists of the disclosure of confidential, proprietary, or otherwise non-public
6 business, technical, or financial information, employee personnel and earnings
7 information, or information protected by third-party privacy rights. Confidential
8 Information includes not only the information contained in documents and other
9 materials designated as such pursuant to this Order, but also to any summaries,
10 copies, abstracts, compilations, or other documents or material derived from
11 Confidential Information. The parties acknowledge that the only information to be
12 designated as Confidential Information is that which is properly subject to
13 protection. The parties will not designate as "Confidential" any discovery material
14 without first making a good faith determination that such protection is warranted.

15 3. The party or third party asserting the Confidential designation as to
16 any Discovery Material shall have the burden of justifying that designation
17 consistent with applicable law. Until the Court rules otherwise, the challenged
18 Discovery Material shall be treated as Confidential.

19 4. In the case of documents and other materials produced by a party, the
20 "Confidential" designation shall be made at the time of production. A producing
21 party may designate as "Confidential," in whole or in part, any documents or other
22 materials by so advising all other parties and by marking any copies of the
23 documents or other materials, in a manner not affecting legibility, with the word
24 "Confidential." Any party may obtain confidential treatment for documents or
25 other materials previously produced by any party or non-party without such
26 designation if the party seeking the designation sends written notice of such
27 designation to all other parties or non-parties in the possession of such documents
28 or other materials and within thirty (30) days of their production marks the subject

1 documents or other materials with the word "Confidential" and reproduces them.
2 All documents and other materials produced by a non-party and not designated as
3 "Confidential" by a party at the time of their production shall nonetheless be
4 treated as Confidential Information for thirty (30) days following such production.

5 5. With respect to testimony elicited during depositions, whenever
6 counsel for a party deems that any question or line of questioning calls for the
7 disclosure of information that should be treated as Confidential Information,
8 counsel may: (i) designate on the record prior to such disclosure that such
9 information is being designated as "Confidential" or (ii) give written notice to all
10 other counsel that such information is being designated as "Confidential" within
11 twenty-one (21) days after receiving a copy of the deposition transcript.

12 6. Confidential Information will be held by the receiving party
13 exclusively for use in connection with the above-captioned action and any appeals
14 thereof. A party shall not disseminate any Confidential Information produced by
15 the other party or by a non-party except as necessary for use in this litigation, and
16 subject to the further restrictions set forth in paragraph 7, below. The parties shall
17 take reasonable and prudent measures to safeguard the confidentiality of all
18 Confidential Information.

19 7. Confidential Information shall not be used or disclosed directly or
20 indirectly by the party receiving such Confidential Information to persons other
21 than:

22 (a) The Court, persons employed by the Court, the stenographer
23 transcribing the testimony or argument at a hearing, trial, or deposition in this
24 action, and any special master or mediator appointed by the court or agreed-to by
25 the parties;

26 (b) Counsel of record for any party to this action, as well as regular
27 employees of such counsel, and outside copy services, used to assist in the defense
28 or prosecution of this litigation;

(c) Experts and consultants retained by any party or counsel of record for any party to assist in the defense or prosecution of this litigation;

13 (f) Any person agreed upon by the parties to serve as a mediator in
14 this litigation.

15 8. Any party that seeks to make disclosure of Confidential Information
16 permitted under this Order to a person listed in subparagraphs 7(c) or 7(e) above
17 shall, prior to such disclosure, advise the recipient of such information of the
18 contents of this Order and require each such person to whom such disclosure is
19 made to execute an undertaking in the form attached hereto as Exhibit A. All such
20 undertakings shall be retained by counsel for the party who discloses Confidential
21 Information in this way.

22 9. Any party may object to the designation of particular documents or
23 other materials as "Confidential" by giving written notice to the party making the
24 designation and to all other parties within fourteen (14) days of such designation.
25 Such notice shall identify with reasonable specificity the documents or other
26 materials to which the objection is directed and the basis for the objection. The
27 parties shall attempt to resolve any such dispute by meeting and conferring. In the
28 event the dispute cannot be resolved within fourteen (14) days of the giving of

1 such written notice, it shall be the obligation of the party designating the
2 documents as "confidential" to file an appropriate motion requesting a ruling by
3 the Court that the disputed documents or other materials be designated
4 "Confidential." The disputed documents or other materials shall be treated as
5 "Confidential" pending a ruling from the Court.

6 10. In the event that any Confidential Information is used in any Court
7 proceeding in this action, it shall not lose its confidential status through such use.

8 11. Nothing herein shall be construed to affect in any way the
9 admissibility of any document, testimony, or other evidence at trial.

10 12. The parties acknowledge that this Stipulated Protective Order creates
11 no entitlement to file confidential information under seal; Central District Local
12 Rule 79-5 sets forth the procedures that must be followed and reflects the standards
13 that will be applied when a party seeks permission from the court to file material
14 under seal.

15 13. Any party may consent to have any documents or other materials it
16 previously designated as "Confidential" removed from the scope of this Order by
17 so notifying counsel for the other parties in writing or by so stating on the record at
18 any hearing or deposition. Nothing contained in this Order shall prevent any party
19 from disclosing its own Confidential Information as it deems appropriate.

20 14. The provisions of this Order shall not terminate at the conclusion of
21 this action. Within 120 days of final conclusion of all aspects of this litigation,
22 including any and all appeals, documents and other materials stamped or otherwise
23 identified as "Confidential" and all copies of same (other than exhibits of record)
24 shall be returned to the party that produced such documents or, at the option of the
25 producing party, destroyed. All counsel of record shall execute a certification of
26 compliance herewith and shall deliver the same to counsel for the party that
27 produced the documents not more than 120 days after final termination of this
28 litigation.

1 15. The inadvertent production or disclosure of any privileged or
2 otherwise protected information by any party shall not constitute, or be considered
3 as a factor suggesting, a waiver or impairment of any claims of privilege or
4 protection, including but not limited to, the attorney-client privilege and the
5 protection afforded to work product materials.

6 16. If any privileged or otherwise protected information is inadvertently
7 produced, the producing party must provide written notice to any other parties that
8 such information, or discovery material containing such information, has been
9 inadvertently produced or disclosed. Within three (3) business days of the receipt
10 of such notice, each other party shall return to the producing party all such
11 discovery material and copies thereof identified in the notice in its possession, and
12 shall make reasonable efforts to reclaim and return any such discovery material
13 and information. The party that has inadvertently produced or disclosed such
14 information shall, within ten (10) business days after such material is returned to it,
15 provide a privilege log identifying the discovery material and the copies returned
16 to the producing party such that the non-producing party is able to challenge the
17 producing party's claim that the discovery materials are privileged or otherwise
18 protected.

19 17. This Stipulation and Order is subject to revocation and modification
20 by order of the Court, upon written stipulation of the parties, or upon motion and
21 reasonable notice.

22 | DATED: 2 | 15 | 09
23 |

KINGSLEY & KINGSLEY, APC
and
CHAIN YOUNGER COHN STILES

By

~~Eric B Kingsley
Kevin M Zietz~~
Attorneys for Plaintiff
BRITTANY R. LEONARDI, on behalf
of herself and others similarly situated

1 DATED: 2-17-09

SEYFARTH SHAW LLP

2 By 

3 Diana Tabacopoulos
4 David D. Jacobson
5 Attorneys for Defendant
WALGREEN CO.

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EXHIBIT A

CONSENT TO BE BOUND

I, _____, declare:

4 1. My address is _____
5 _____. My present occupation is _____
6 _____.
7

7 2. I have received a copy of the Stipulation and Protective Order Re:
8 Production of Confidential Information (the "Protective Order") in this action
9 entitled *Brittany Leonardi vs. Walgreen Co.* I have carefully read the provisions of
10 the Protective Order, and I understand those provisions.

11 3. I will comply with all of the provisions of the Protective Order. I will
12 hold in confidence and will not copy or use except for purposes of this action any
13 information designated as "Confidential" that I receive or view in this action.

14 4. I further irrevocably consent to the jurisdiction of the United States
15 District Court, Central District of California, Western Division, for the limited
16 purpose of any proceeding to enforce or to secure compliance with the terms of the
17 Protective Order or to punish the breach of any terms of the Protective Order.

18 I declare under penalty of perjury under the laws of the United States of
19 America and the laws of the State of California that the foregoing is true and
20 correct.

21 Executed this day of , 2009.

Signature